

# Exhibit C

# REDACTED

**From:** Mistretta, Tania J. (NYC) <Tania.Mistretta@jacksonlewis.com>  
**Sent:** Friday, March 26, 2021 3:31 PM  
**To:** Renan F. Varghese; Valdi Licul  
**Cc:** Mellk, Wendy J. (NYC)  
**Subject:** RE: King v. Ogury

Hi Renan,

I'm happy to try and coordinate within reason to see if we can reach an understanding as to Ms. King's agreement. However, the fact that Ms. King maintains that she signed an agreement other than the one I provided previously, and that she believes the agreement she signed was marked up is why I think we may be at an impasse.

Importantly, it is still unclear to me whether Ms. King intends to argue that she did not agree to arbitrate. Can you please confirm if that is the position Ms. King is taking?

Thank you for your assistance.

Best,  
Tania

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**From:** Renan F. Varghese  
**Sent:** Friday, March 26, 2021 3:10 PM  
**To:** Mistretta, Tania J. (NYC) ; Valdi Licul  
**Cc:** Mellk, Wendy J. (NYC)  
**Subject:** RE: King v. Ogury

**[EXTERNAL SENDER]**

We are not sure why you think we cannot get to the bottom of this without the court's intervention. At a minimum, we would think Ogury would want to make efforts to see if we can resolve this issue short of filing a motion if it can be avoided.

Ms. King does not believe that she signed the agreement that you sent to us as the executed agreement. As discussed, she believes that the agreement she signed was physically marked up. If you could provide us with the original of the agreement (rather than the copy that you sent us), we could show it to her and see if it refreshes her recollection as to

whether this was, in fact, the agreement that she signed. Does Ogury have the original? Alternatively, are there e-mails in which the original was attached after it was signed?

**Renan F. Varghese**

*Of Counsel*

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**From:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>

**Sent:** Friday, March 26, 2021 2:02 PM

**To:** Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>; Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>

**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>

**Subject:** RE: King v. Ogury

Hi Renan,

Based on what you shared from your client's perspective below, it does not appear that we will be able to avoid motion practice. Does Ms. King deny agreeing to arbitrate her claims?

Thanks,

Tania

**[TaniaJ.Mistretta](#)**

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**From:** Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>  
**Sent:** Friday, March 26, 2021 1:24 PM  
**To:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>; Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>  
**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>  
**Subject:** RE: King v. Ogury

[EXTERNAL SENDER]

Tania-

Just following up on the below. Does Ogury have the original signed version of the employment agreement? As we mentioned before, we would like to see if there is a way to avoid unnecessary motion practice for both sides. If you have that document (or maybe e-mails where a scanned version of the document was shared internally?), we could at least present it to Ms. King and see if that puts this matter to bed on our end. Please let us know.

Thanks,

**Renan F. Varghese**  
*Of Counsel*

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**From:** Renan F. Varghese  
**Sent:** Thursday, March 25, 2021 6:59 PM  
**To:** 'Mistretta, Tania J. (NYC)' <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>; Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>  
**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>  
**Subject:** RE: King v. Ogury

Ms. King was never provided with a signed copy of the agreement and does not have one now.

Ms. King recalls making numerous changes to the agreement beyond what is reflected in the version you sent us. Without seeing the original, it is hard for us to say what was or was not included. I understand that, were you to send us the original, it would be an electronic version, but maybe a scan would help refresh her memory. The version you sent us yesterday appears to be a photocopy, which is why we are asking.

Thanks,

**Renan F. Varghese**

*Of Counsel*

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**From:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>

**Sent:** Thursday, March 25, 2021 6:08 PM

**To:** Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>; Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>

**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>

**Subject:** RE: King v. Ogury

Hi Renan,

I am not aware of any marked agreement being signed by your client. I can ask for the original ink signature, but anything I would be able to send to you would still be an electronic scan – so I don't see that making a significant difference for our purposes.

Does Ms. King have a copy or recollection of what the alleged marked up agreement looked like or what happened to it? Most importantly, is Ms. King maintaining that she did not sign an agreement to arbitrate? Our understanding is that the revisions made to the agreement concerned paragraphs 6 and 15 and had nothing to do with the Dispute Resolution paragraph. Is Ms. King alleging that any revisions were made to Paragraph 19, the Dispute Resolution paragraph?

It sounds as if Ms. King is unwilling to voluntarily discontinue the action and pursue arbitration. While our preference would be to avoid motion practice, if we are unable to come to an agreement on this we'll plan to be guided accordingly.

Thanks,  
Tania

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**From:** Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>  
**Sent:** Thursday, March 25, 2021 5:16 PM  
**To:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>; Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>  
**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>  
**Subject:** RE: King v. Ogury

[EXTERNAL SENDER]

Hi Tania-

We spoke with our client. She recalls speaking with Evan and marking up a version of the contract which she then signed, all in the same meeting. She does not recall Evan leaving the room to revise the document or presenting her with a clean version to sign. Do you have the original of the document that Ms. King signed, rather than the electronic reproduction? We would like to get to the bottom of this as we think it is in both parties' best interest to avoid unnecessary motion practice, and if we are able to show her that, it might help clarify things. Please let us know.

Thanks,

**Renan F. Varghese**

*Of Counsel*

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**From:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>  
**Sent:** Thursday, March 25, 2021 12:20 PM  
**To:** Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>; Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>  
**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>  
**Subject:** RE: King v. Ogury

Hi Valdi, Renan,

I can confirm that we can hold the motion to dismiss and compel arbitration until close of business Friday.

Thanks,  
Tania

**[TaniaJ.Mistretta](#)**

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**From:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>  
**Sent:** Wednesday, March 24, 2021 6:22 PM  
**To:** Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>; Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>  
**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>  
**Subject:** RE: King v. Ogury

Hi Valdi, Renan,

Further to our call, attached please find the initial version of Ms. King's Employment Agreement as well as the executed version of the Employment Agreement. In reviewing the two agreements I observed three key differences:

1. Paragraph 6 – The initial Unfair Competition included additional language
2. Paragraph 15 - Meghan King's address is different in the Notices paragraph
3. Addendum A – there is no year listed for the incentive bonus structure in the initial version

As I mentioned on our call, our understanding is that Ms. King communicated these revisions verbally and that the final agreement incorporates and reflects her revisions. Importantly, I further understand that Ms. King did not raise any issues with respect to Paragraph 19, the Dispute Resolution clause. If this assists Ms. King's recollection please let us know if she will voluntarily discontinue this action and commence arbitration. If not, we will plan to move forward to dismiss and compel arbitration.

If you have any questions or would like to discuss this matter further please let me know. I will see if I can hold our motion to compel until close of business Friday and will confirm under separate cover.

Thanks,  
Tania

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**From:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>

**Sent:** Wednesday, March 24, 2021 11:44 AM

**To:** Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>

**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>; Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>

**Subject:** RE: King v. Ogury

Hi Valdi,

I hope this email finds you well. I have some more information on the employment agreement if you have some time to connect later this afternoon? I'm available 12-2 and after 3 if you have time in that range?

Thanks,

Tania

**TaniaJ.Mistretta**

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**From:** Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>

**Sent:** Monday, March 22, 2021 6:26 PM

**To:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>

**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>; Renan F. Varghese <[RVarghese@wigdorlaw.com](mailto:RVarghese@wigdorlaw.com)>

**Subject:** RE: King v. Ogury

[EXTERNAL SENDER]

Tania – Pleasure to meet you. We will continue looking for more information and circle back. Best,



**Valdi Licul**

*Partner*

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**From:** Mistretta, Tania J. (NYC) <[Tania.Mistretta@jacksonlewis.com](mailto:Tania.Mistretta@jacksonlewis.com)>  
**Sent:** Monday, March 22, 2021 6:09 PM  
**To:** Valdi Licul <[vlicul@wigdorlaw.com](mailto:vlicul@wigdorlaw.com)>  
**Cc:** Mellk, Wendy J. (NYC) <[Wendy.Mellk@jacksonlewis.com](mailto:Wendy.Mellk@jacksonlewis.com)>  
**Subject:** King v. Ogury

Dear Valdi,

Thank you for your time this evening. Below please find my contact information for future reference. As I mentioned during our call, our client is eager to move forward with filing to compel arbitration. We will look into whether there is any additional information we can provide regarding Ms. King's execution of the arbitration agreement. Likewise, any additional details your client can provide with respect to her position would be greatly appreciated. We will hold off on motion practice tomorrow to enable the parties to exhaust their search. If you have any questions or would like to discuss this matter further please let me know.

Best,  
Tania

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Attorney at Law  
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